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CHANDIGARH ADMINISTRATION  
LAW & PROSECUTION DEPARTMENT

## Notification

The 05th February, 2020.

**No. LD-2020/1711.**—In exercise of the powers conferred by Sub-Section (8) of Section 24 of the Code of Criminal Procedure, 1973, the Administrator, Union Territory, Chandigarh is pleased to appoint Shri Charanjit Singh Bakshi, Advocate, Punjab & Haryana High Court at Chandigarh to be a Special Public Prosecutor for the purposes of conducting the case CrI. Misc/980/2019 Dr. Mohit Dhawan vs. U.T., Chandigarh before the District Court Chandigarh.

SH. ARUN KUMAR GUPTA, IAS.

Principal Secretary Law,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 22nd October, 2019

**No. 13/1/9659-HII(2)-2019/17310.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 22/2015 dated 11.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

AJAY KUMAR, HOUSE NO.80, VILLAGE MUBARKPUR, DISTRICT MOHALI (Workman)

AND

SPEED FIAT, PLOT NO.664, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH  
ITS MANAGER (Management)

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

( 115 )

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Signature Not Verified  
Digitally signed by  
JATINDER KUMAR  
Date: 2020.02.07  
12:21:57 IST  
Reason: published  
Location:

2. Case of the workman in brief is that he was appointed by the management as Technician on 08.03.2013 and he remained in uninterrupted employment up to 13.10.2014 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹ 9,800/- per month as wages. On 14.10.2014 the workman went to attend his normal duty he was refused work by the management without assigning any reason and notice. For his reinstatement he lodged a complaint dated 15.10.2014 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the representative of the management refused to take the workman back on duty. The workman served a demand notice dated 01.12.2014 upon the management but neither the management replied the same nor take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages, as he remained unemployed from the date of termination to till date, with all attendant benefits and without any change in his service conditions.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had approached this Court with unclean hands as they have suppressed and concealed material facts from this Court and have just lodged a false claim to harass the management. The management maintains biometric attendance system in which the attendance is marked by affixing thumb impression of the employee at the time of entering as well as leaving the premises. The workman never came to the premises of the management on or after 13.10.2014 and had voluntarily left the job and had settled all dues by receiving his salary. The present claim is barred by limitation and is a product of abuse of process of law. This Court has no jurisdiction to entertain and try the present application as no cause of action arose in favour of the workman. On merits, it is pleaded that the workman had voluntarily left the job and proceedings before the Labour Inspector, Chandigarh was a step taken by the workman in connivance with his co-workers to achieve their ulterior motives and *mala fide* intentions to claim money through compensation from the management by misusing the law. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the present industrial dispute is time barred ? OPM
2. Whether this Court has no jurisdiction to entertain and try the present industrial dispute ? OPM
3. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
4. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Harbir Singh – Owner as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **ISSUE No. 1 & 2 :**

7. Onus to both these issues was on the management but learned representative for the management has not pressed this issue during the course of evidence as well as arguments. Both these issues are decided against the management being not pressed.

**ISSUE No. 3:**

8. Onus to prove this issue was on the workman and to discharge the same, the workman examined himself as AW1 and deposed that he was appointed by the management as Technician on 08.03.2013 and he remained in uninterrupted employment of the management 13.10.2014 when his services were illegally & wrongly terminated by refusing work. He was drawing ₹ 9,800/- per month as wages. He further deposed that on 14.10.2014 he went to attend his normal duty but he was refused work by the management without assigning any reason & notice. After filing of complaint by him, the management had paid him his wages for the month of September and 13 days of October 2014 amounting to ₹ 10,495/- on 07.11.2014 before the Labour Inspector, Chandigarh.

9. Learned representative for the workman has argued that the workman was refused work by the management without any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was given to the workman at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

10. On the other hand, learned representative for the management has examined Shri Harbir Singh as MW1 who deposed that he was owner of M/s Speed Fiat. The workman has suppressed the material facts as he had voluntarily left the job with the management and had received the salary of ₹ 10,495/- for the period of 01.09.2014 to 13.10.2014 after deduction of leave without any protest or demur, which received on 07.11.2014 so the management had already paid the outstanding dues as full & final settlement. Copy of the cheque received is Annexure 'M1'. Plea of the workman that he was refused work without any reason and notice is false and concocted one. He further deposed that the management was constrained to finally close the unit later and omissions on the part of the workman and other technician and staff resulted into discontinuation of supply of Fiat cars to the management and cancellation of dealership of the management by the Fiat Automobiles Company.

11. Learned representative for the management has argued that the workman had voluntarily left the job and had received his full & final settlement without any protest. There is no retrenchment of service of the workman by the management. The present case is a case of voluntarily abandonment of service. He prayed for dismissal of the present industrial dispute.

12. After giving careful consideration to the rival contention of both the sides, I find that admittedly the workman was appointed as Technician and there is no dispute with regard to salary of the workman. As per averments of the workman, the management had terminated his services without issuing charge sheeted, notice and payment of retrenchment compensation. On the other hand, the management had denied the same and pleaded that the workman had left the job *suo moto* voluntarily. Now coming to the documentary evidence as well as cross-examination of the workman, it is crystal clear that the management had placed on record copy of monthly status report Exhibit 'O-1' for the period October 1, 2014 to October 13, 2014 and Mark 'A' copy of cheque whereas the workman was paid ₹ 10,495/- by the management. During his cross-examination the workman himself admitted that it is correct that as on date nothing is due and pending against the management with regard to the salary. He has not annexed any documentary evidence with his affidavit Exhibit 'AW1/A' to prove the fact that he was refused work by the management and bio metric system of attendance is install at the premises of the management and on the basis of that their attendance is maintained. He further admitted that it is correct that he had received ₹ 10,495/- before the Labour Inspector on 07.11.2014 against his outstanding salary and his accounts with regard to salary for his job in the management stands settled as on date and nothing is due and pending against the management *qua* salary. From the perusal of the cross-examination it is crystal clear that nothing is due towards the management as the management had settled whole account. The workman also stated during the cross-examination that he do not know whether the franchise of Fiat Company is functional or not with thenagement as on date. It is the case of the management that the management

company had already been closed. No doubt MW1 admitted this fact that no notice or charge sheet was issued to the workman but one thing is crystal clear from the statement of the workman that he *suo moto* left the job of the management and taken all his dues till date he worked with the management. There is no proof on file that he had ever sent letter to the management for joining the duties after 14.10.2014. It is proved that it is intentional abandonment on the part of the workman. Since the company has already closed so no reinstatement can be allowed to the workman. So far as retrenchment compensation is concerned admittedly the workman has received full & final settlement dues from the management. This issue is decided against the workman and in favour of the management.

**RELIEF :**

13. In the light of findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room

(Sd.) . . . .,

(ANSHUL BERRY),

The 11-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 15th October, 2019

**No. 13/1/9660-HII(2)-2019/16874.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 23/2015 dated 11.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JASWINDER KUMAR, VILLAGE FATHEY PUR, PO RAMPUR SAINIA, TEHSIL DERABASSI, DISTRICT MOHALI (Workman)

AND

SPEED FIAT, PLOT NO.664, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH ITS MANAGER (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management as Technician 3 years back and he remained in uninterrupted employment up to 10.10.2014 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹10,500/- per month as wages. On 11.10.2014 the workman went to attend his normal duty he was refused work by the management without assigning any reason and notice. For his reinstatement he lodged a complaint dated 15.10.2014 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the representative of the management refused to take the workman back on duty. The workman served a demand notice dated 01.12.2014 upon the



management but neither the management replied the same nor take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages, as he remained unemployed from the date of termination to till date, with all attendant benefits and without any change in his service conditions.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had approached this Court with unclean hands as they have suppressed and concealed material facts from this Court and have just lodged a false claim to harass the management. The management maintains biometric attendance system in which the attendance is marked by affixing thumb impression of the employee at the time of entering as well as leaving the premises. The workman never came to the premises of the management on or after 11.10.2014 and had voluntarily left the job and had settled all dues by receiving his salary. The present claim is barred by limitation and is a product of abuse of process of law. This Court has no jurisdiction to entertain and try the present application as no cause of action arose in favour of the workman. On merits, it is pleaded that the workman had voluntarily left the job and proceedings before the Labour Inspector, Chandigarh was a step taken by the workman in connivance with his co-workers to achieve their ulterior motives and *mala fide* intentions to claim money through compensation from the management by misusing the law. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the present industrial dispute is time barred ? OPM
2. Whether this Court has no jurisdiction to entertain and try the present industrial dispute ? OPM
3. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
4. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Harbir Singh-Owner as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:—

#### **ISSUE No.1 & 2 :**

7. Onus to both these issues was on the management but learned representative for the management has not pressed this issue during the course of evidence as well as arguments. Both these issues are decided against the management being not pressed.

#### **ISSUE No. 3 :**

8. Onus to prove this issue was on the workman and to discharge the same, the workman examined himself as AW1 and deposed that he was appointed by the management as Technician about five years back and he remained in uninterrupted employment of the management 10.10.2014 when his services were illegally & wrongly terminated by refusing work. He was drawing ₹10,500/- per month as wages. He further deposed

that on 11.10.2014 he went to attend his normal duty but he was refused work by the management without assigning any reason & notice. After filing of complaint by him, the management had paid him his wages for the month of September and 10 days of October 2014 amounting to ₹13,124/- on 04.11.2014 before the Labour Inspector, Chandigarh.

9. Learned representative for the workman has argued that the workman was refused work by the management without any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was given to the workman at the time of termination. Action of the management is illegal, wrong, motivated, against the principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

10. On the other hand, learned representative for the management has examined Shri Harbir Singh as MW1 who deposed that he was owner of M/s Speed Fiat. The workman has suppressed the material facts as he had voluntarily left the job with the management and had received the salary of ₹13,124/- for the period of 01.09.2014 to 10.10.2014 after deduction of leave without any protest or demur, which received on 04.11.2014 so the management had already paid the outstanding dues as full & final settlement. Copy of the cheque received is Annexure 'M1'. Plea of the workman that he was refused work without any reason and notice is false and concocted one. He further deposed that the management was constrained to finally close the unit later and omissions on the part of the workman and other technician and staff resulted into discontinuation of supply of Fiat cars to the management and cancellation of dealership of the management by the Fiat Automobiles Company.

11. Learned representative for the management has argued that the workman had voluntarily left the job and had received his full & final settlement without any protest. There is no retrenchment of service of the workman by the management. The present case is a case of voluntarily abandonment of service. He prayed for dismissal of the present industrial dispute.

12. After giving careful consideration to the rival contention of both the sides, I find that admittedly the workman was appointed as Technician and there is no dispute with regard to salary of the workman. As per averments of the workman, the management had terminated his services without issuing charge sheeted, notice and payment of retrenchment compensation. On the other hand, the management had denied the same and pleaded that the workman had left the job *suo moto* voluntarily. Now coming to the documentary evidence as well as cross-examination of the workman, it is crystal clear that the management had placed on record copy of monthly status report Exhibit 'O-1' for the period October 1, 2014 to October 10, 2014 and Mark 'A' copy of cheque whereas the workman was paid ₹ 13,124/- by the management. During his cross-examination the workman himself admitted that it is correct that as on date nothing is due and pending against the management with regard to the salary. He has not annexed any documentary evidence with his affidavit Exhibit 'AW1/A' to prove the fact that he was refused work by the management and bio metric system of attendance is install at the premises of the management and on the basis of that their attendance is maintained. He further admitted that it is correct that he had received ₹ 13,124/- before the Labour Inspector on 04.11.2014 against his outstanding salary and his accounts with regard to salary for his job in the management stands settled as on date and nothing is due and pending against the management qua salary. From the perusal of the cross-examination it is crystal clear that nothing is due towards the management as the management had settled whole account. The workman also stated during the cross-examination that he do not know whether the franchise of Fiat Company is functional or not with the management as on date. It is the case of the management that the management company had already been closed. No doubt MW1 admitted this fact that no notice or charge sheet was issued to the workman but one thing is crystal clear from the statement of the workman that he *suo moto* left the job of the management and taken all his dues till date he worked with the management. There is no proof on file that he had ever sent letter to the management for joining the duties after 11.10.2014. It is proved that it is intentional abandonment on the part of the workman. Since the company has already closed so no reinstatement can be allowed to the workman. So far as retrenchment compensation is concerned admittedly the workman has received full & final settlement dues from the management. This issue is decided against the workman and in favour of the management.

**RELIEF :**

13. In the light of findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 11-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9651-HII(2)-2019/17301.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 33/2017 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUNIL KUMAR S/O SHRI RAM MILAN R/O KOTHI NO.726, SECTOR 8-B, UNION TERRITORY CHANDIGARH (Workman)

AND

1. SIKH EDUCATION SOCIETY THROUGH ITS SECRETARY, C/O GURU GOBIND SINGH COLLEGE FOR BOYS, SECTOR 26, UNION TERRITORY CHANDIGARH.

2. PRINCIPAL, GURU GOBIND SINGH COLLEGE FOR BOYS, SECTOR 26, UNION TERRITORY CHANDIGARH (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he joined as Mali with the college on 20.07.2015 and worked upto 09.06.2016 when his services were terminated on 10.06.2016 by not allowing him to join duty. Verbal order of termination of his services is illegal, arbitrary and against the provisions of Section 25-F, 26-G and 25-H of the ID Act and principles of natural justice. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and all consequential benefits.

3. The management contested the case of the workman and filed written statement that the workman was engaged as Mali on daily wage basis from 24.07.2015. He started absenting from his duties with effect from 10.06.2016 without any sanctioned leave, prior permission or intimation to management No.2. The services of the workman were never terminated. Ultimately, it is prayed that the present industrial dispute be answered against the workman and in favour of the management.

4. The workman filed the replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. During the pendency of the present industrial, the workman made the statement, recorded separately, that he withdraw his present case. Thereafter the case taken up in the Lok Adalat. In view of the statement of the workman, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 11-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9653-HII(2)-2019/17263.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 90/2018 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM KUMAR MANDAL C/P LOHIA INTERNATIONAL PUBLIC SCHOOL, MODERN HOUSING COMPLEX, MANIMAJRA, UNION TERRITORY CHANDIGARH (Workman)

AND

1. CHANDIGARH GOLF CLUB, SECTOR 6, CHANDIGARH THROUGH ITS SECRETARY.
2. HONORARY SECRETARY & CHAIRMAN (HRD), CHANDIGARH GOLF CLUB, SECTOR 6, CHANDIGARH.
3. SANJIV JAGGI, MANAGER (OPERATION), CHANDIGARH GOLF CLUB, SECTOR 6, CHANDIGARH (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was duly selected and appointed as Accountant on 19.12.1995. A departmental inquiry was conducted against him but before starting the inquiry proceedings, no charge sheet was served, no list of documents was supplied, no documents were supplied, no summary of allegations was supplied and no list of witnesses was supplied who were to be examined during the inquiry proceedings. The Inquiry Officer had not conducted the inquiry as per law and principle of natural justice.



No fair & proper opportunities were given to the workman to put forth his defence. The Inquiry had acted with biased mind and submitted the inquiry report against the workman without hearing arguments and without any evidence on record and without appreciating the defence of the workman. A notice with regard to proposed punishment was issued and copy of inquiry report was supplied to make representation within 72 hours. The workman submitted his reply but without considering the representation of the workman his services were terminated *vide* order dated 27.03.2018. Ultimately, it is prayed that order of termination dated 27.03.2018 be set aside and the workman be reinstated with continuity of service and full back wages along with interest at the rate 12% per annum.

3. The management contested the case of the workman and filed written statement that more than one occasion the workman was pointed out in respect of his poor performance but he did not mend his ways and improve his working which led to current state of affairs. The workman absented without any intimation, for which he was suspended. A departmental inquiry was conducted against the workman wherein two witnesses were examined by the management and the workman himself participated in the inquiry and he was afforded opportunity to cross-examine the witnesses but he did not cross-examine them. The workman in fact on all the hearing pleaded confession and did not dispute the charges and merely sought opportunity to work. The Inquiry Officer has duly observed the principles of natural justice. Both the parties were duly heard by the Inquiry Officer. Before imposing penalty, an opportunity was given to the workman. Punishment of termination against the misconduct of absence without leave and slowing down the work is commensurate to the misconduct. Ultimately, it is prayed that claim of the workman be answered in negative.

4. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. During the pendency of the present industrial dispute, the parties settled their dispute amicably. The workman made the following statement :—

*“I received a Cheque Number 490793 dated 17.08.2019 amounting to Rs.6,10,000/- (Rs.Six Lac Ten Thousand only) drawn on Axis Bank, Madhya Marg, Sector 9, Chandigarh, as full and final settlement of my present case. I have no claim whatsoever against the management. The present reference may be disposed of accordingly.”*

Thereafter case taken in Lok Adalat. In view of above statement of the workman, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 14-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 15th October, 2019

**No. 13/1/9654-HII(2)-2019/16883.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 61/2015 dated 02.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

PARKASH CHAND, HOUSE NO.1856, AMAN COLONY, VILLAGE DHANAS,  
CHANDIGARH (Workman)

AND

CHANDIGARH CLUB LIMITED, SECTOR 1, CHANDIGARH THROUGH ITS  
PRESIDENT (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management in the month of June 2013 as Waiter and was deployed as domestic help at the residence of Shri Mukesh Bassi-Ex-President of the Club. About 45 to 50 workers like the workman are also working as domestic help at the residence of club members. All these workers are being paid by the management and there is attendance is being marked at club. The workman remained in uninterrupted employment of the management upto 27.06.2015 when his services were illegally and wrongly terminated *vide* letter No.CCL/212 dated 27.06.2015, which was sent by post. The workman was drawing ₹ 8,390/- per months at the time of termination. When the workman refused to work as domestic help, the management started marking him absent with effect from 23.05.2015 whereas the workman used to go to club daily. The attendance in the muster roll for the dates 23, 25, 26 May, 2015 were converted as absent in the muster roll of the club and thereafter he was not allowed to mark his presence in the attendance register. On 6th June the workman was issued show cause notice on the alleged charge of absence from duty. The workman replied the show cause notice *vide* letter dated 11.06.2015 which was duly received by the management. The workman denied the alleged charge and requested the management to take him back on job. The management did not allow him work but marked him absent in the muster roll of the club. Again the workman receive letter dated 13.06.2015 from the respondent *vide* which the workman was called for personal hearing on 19th June 2015. He appeared before Shri Amar Singh-Manager Admn. & Public Relation. The Manager without assigning any reason asked the workman to accept the guilt and feel sorry in writing and assure not to repeat the misconduct in future. The workman told him to give him in writing that the management wants from him but he did not give anything in writing. The workman was again refused work and the management again started marking him absent in the muster roll of the club. On 27.06.2015 the workman received a call on his mobile phone from the Secretary of the Club. The Secretary told him that he should regret for his alleged unauthorised absence and join duty. The workman told the Secretary that he has been regularly visiting club to join his duty then why should he feel sorry and regret for the fault which the workman has not committed. The Secretary pressurised the workman to feel sorry in writing and give assurance not to remain absence in future thereafter the workman will be taken back on duty otherwise he will be marked absent. The workman received letter No.CCI/212 dated 27.06.2015 on the subject 'Abandonment of Duties' wherein it was alleged that he has been continuously absenting from duties with effect from 22nd May, 2015 till date and at the time of personal hearing he had agreed and felt guilty so he was given opportunity to join duty but in spite of that he did not join duty. It was also alleged therein that the workman had committed grave

misconduct by remaining unauthorised absent from duty without the permission of the authority so he has been ceased to be an employee of the management with effect from 27th June, 2015 and no more employee of the management. No charge sheet was issued and no inquiry was held and the workman was not given any chance to prove his innocence. Termination of services of the workman is illegal, wrongful, motivated, unjustified, against the principles of natural justice and unfair labour practice. The management has also violated Section 25-F of the ID Act. The workman served a demand notice dated 03.07.2015 upon the management for his reinstatement but the management did not reply the same and also did not appear before the Conciliation Officer, Union Territory Chandigarh on the last date of hearing. The management also did not file any written comments before the Conciliation Officer so the Conciliation Officer advice the workman to precede further as the conciliation proceedings stands closed at the level of the Conciliation Officer. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages as he had remained unemployed during the period i.e. from the date of termination till date with all attendant benefits.

3. The management contested the case of the workman and filed written statement that the workman was appointed by the management as Helper and his services was confirmed with effect from 01.12.2014. The workman started remaining absent from duty with effect from 22.05.2015. The workman was called upon to explain his position *vide* letters dated 25.05.2015 and 06.06.2015. The workman filed evasive and manipulated reply to the same on 11.06.2015 which was found unsatisfactory. *Vide* letter dated 13.06.2015 the workman was afforded a personal hearing and was directed to appear before Manager, Administration & Public Relations on 19.06.2015 in the matter. After affording personal hearing, the workman was given opportunity to join the duty but still the workman preferred to remain absent un-authorisedly and did not join the same intentionally and deliberately till 27.06.2015. Failure on the part of the workman to join duty despite giving him an opportunity to join the same, his services stands discontinued being abundant with effect from 27.06.2015. The workman somehow managed to sign the attendance register for the date of 23.05.2015, 25.05.2015 and 26.05.2015 but was marked absent when found not on duty in the club premises. Action of the management is just, legal and is inconformity with the principles of natural justice and fair play. The management had given ample opportunities to the workman to join his duties but the workman intentionally and deliberately did not join the duty and himself abundant the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Major Singh- Additional Secretary as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:-

#### **ISSUE No.1 :**

7. Onus to prove this issue was on the workman and to discharge the same, the workman deposed that he was appointed by the management in the month of June, 2013 as Waiter and was deployed as domestic help at the residence of Ex-president of the club but he was paid by the management and his attendance was being marked at Club. He remained in uninterrupted employment of the management upto 27.06.2015 when his services were illegally & wrongly terminated *vide* letter No.CCL/212 dated 27.06.2015. He further deposed that when he refused to work as domestic help, the management started marking him absent with effect from 23.05.2015 where he used to go to club daily. The attendance in the muster roll for the dated 23<sup>rd</sup>, 25<sup>th</sup>, 26<sup>th</sup> of May 2015 were converted as absent in the muster roll of the club and thereafter he was not allowed to mark

his presence in the attendance register. He further deposed that on 6<sup>th</sup> June he was issued show cause notice for alleged charge of absence from duty which was duly replied by him, and received by the management, denying the alleged charges. *Vide* letter dated 13<sup>th</sup> June 2015 he was called for personal hearing on 19<sup>th</sup> June 2015 and during the personal hearing Shri Amar Singh -Manager (Admn. & Public Relation) asked him to accept the guilt and feel sorry in writing and to assure not to repeat the misconduct in future. When he told the Manager to give him writing what the management wants from him so he was refused to work. On 27.06.2015 the Secretary of the Club called him on his mobile phone to regret for his alleged unauthorised absence and join duty but he refused to do so then the Secretary pressurized him to feel sorry in writing. He further deposed that he received letter No.CC1/212 dated 27.06.2015 on the subject abandonment of duties alleging absent from duties with effect from 22.05.2015, feeling guilty during personal hearing, not joining the duties despite opportunity so he is ceased to be an employee of the management with effect from 27<sup>th</sup> June 2015.

8. Learned representative for the workman has argued that he was appointed by the management in June 2013 as Waiter and deployed as domestic helper at residence of President of the club. He was paid by the club and his attendance was marked at club. The workman remained in uninterrupted employment of the management upto 27.06.2015 when his services were terminated *vide* letter dated 27.06.2015 sent by post. He further argued that he was issued show cause notice of absence from duty when he refused to work for domestic work whereas he used to go the club daily but in the muster roll it was converted as absent. He was called for personal hearing and he was forced to accept his guilt but he did not agree then he was served with letter of abandonment of duties. He argued that the services of the workman were terminated illegally, wrongly and against the principles of natural and in violation of provisions of Section 25-F of the ID Act. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management examined Shri Major Singh- Additional Secretary as MW1, who deposed that the workman was appointed by the management as Helper and his services were confirmed with effect from 01.12.2014. He started remaining absent from duty with effect from 22.05.2015. His explanation was called to explain his position *vide* letters dated 25.05.2015 and 06.06.2015. The workman filed evasive and manipulated reply which was found unsatisfactory. He was afforded a personal hearing and was directed to appear before the Manager, Administration & Public Relations on 19.06.2015 in the matter. He was given opportunity to join duty but he preferred to remain absent un-authorisedly, intentionally and deliberately till 27.06.2015. His services were stands discontinued being abundant with effect from 27.06.2015. He further deposed that the workman somehow managed to sign the attendance register for the dates of 23.05.2015, 25.05.2015 and 26.05.2015 but was marked absent when found not on duty in the club premises.

10. Learned representative for the management has argued that the workman was afforded a personal hearing as he remained absent from duty i.e. on 23.05.2015 but he managed to sign the attendance register for 23<sup>rd</sup>, 25<sup>th</sup> & 25<sup>th</sup> May 2015. The workman was marked absent when he was not found on duty. Action of the management in terminating the services of the workman is legal, just and in conformity with the principles of natural justice. The management has given ample opportunities to the workman to join his duties but he intentionally and deliberately did not join the duty and himself abandoned his duties. He prayed for dismissal of the industrial dispute.

11. I have very thoughtfully considered the rival contentions of both the sides. Admittedly, the workman was appointed by the management in June 2013 as Helper and his services were confirmed on 01.12.2014. As regards the absence of the workman from duty is concerned, as per averments of the workman when he refused to work as domestic helper then the management started marking his absence from 23.05.2015 but the management stated that the workman managed to sign the attendance register for duty on 23, 25, 26<sup>th</sup> May 2015. He was also given opportunity to join the duty after personal hearing but he did not join. But the workman had denied the whole averments of the management. As per the evidence on record, the workman came into the witness box and reiterated his version as stated in the claim statement that he was appointed by the management in 2013 and when he refused to work as domestic helper then the management converted his



presence into absent for 23.05.2015, 25.05.2015, 26.05.2015. Now first of all it is to be seen whether the proper inquiry was conducted by the management against the workman or not. No doubt Exhibit 'MX1' & 'MX2' reveals that notice of authorised absence from duty was issued to the workman but in reply to the said notice Exhibit 'MX3' the workman filed reply that he attended the normal duty but his attendance in the attendance register was converted into absence and it can be verified from the CCTV camera installed. Thereafter notice of personal hearing was issued then notice of abandonment of duties has been issued in which it is mentioned that the workman had committed grave misconduct by remaining absent from duty without intimation. From the perusal of Exhibit 'M1' which is register of employees clearly shows that on the dates 23.05.2015, 25.05.2015 & 26.05.2015 the signatures of the workman was cut down and his absence was marked which creates doubt. Secondly the workman was regular employee, no regular domestic inquiry has been conducted by the management to prove the abandonment of duties by the workman and to adhere the principles of natural justice.

12. In the light of discussion made above, it is proved on record that the services of the workman were terminated illegally without conducting any regular domestic inquiry in violation of principles of natural justice and without complying with the provisions of the ID Act. Accordingly, this issue is decided in favour of the workman and against the management.

#### **RELIEF :**

13. In the light of findings on the issue above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 02-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

#### **CHANDIGARH ADMINISTRATION LABOUR DEPARTMENT**

#### **Notification**

The 15th October, 2019

**No. 13/1/9655-HII(2)-2019/16889.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 62/2015 dated 02.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

MUKESH KUMAR, HOUSE NO.1125, SECTOR 18-C, CHANDIGARH (workman)

AND

CHANDIGARH CLUB LIMITED, SECTOR 1, CHANDIGARH THROUGH ITS  
PRESIDENT (Management)

*This is Digitally Signed Gazette. To verify, visit :  
<https://egazette.chd.gov.in>*

## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management in the month of November, 2002 as Life Guard and was deployed as Receptionist on the guest entry duty. The workman remained in uninterrupted employment of the management upto 08.04.2015 when his services were illegally and wrongly terminated vide letter No.CCL/18 dated 08.04.2015, which was handed over to him in the office of the Labour Inspector, Union Territory Chandigarh on 30.06.2015. The workman was drawing ₹ 8,390/- per months at the time of termination. The workman was placed under suspension on 2nd July 2013 vide letter No.CCI/SPL/01 dated 02.07.2013 on the alleged charge of misconduct but the charge of misconduct was not mentioned in letter of suspension. On 23rd September 2013, the workman was issued letter No.CCL/2830 dated 23.09.2013 on the subject show cause notice in which it was alleged that reply of the workman found to be highly unsatisfactory as such the workman is required to show cause as to why his services with the club may not be terminated. The workman vide his letter dated 30.09.2013 which was duly received by the management informed the management that he had not received any charge sheet from the management and also the same is not attached with the show cause notice and demanded the copy of charge sheet for his reply but no charge sheet was issued to the workman till his termination. The management used to pay subsistence allowance to the workman at the rate 50% of wages whereas he was legally entitled to 75% allowance after three months of suspension. The workman lodged a complaint dated 22.01.2014 with the Labour Inspector, Union Territory Chandigarh regarding non-payment of subsistence allowance at the rate 75% by the management. The Labour Inspector fixed a number of dates for an amicable settlement and on 30.06.2015 the management handed over the workman two letters dated 08.04.2015 and 30.06.2015. The workman was informed vide letter dated 30.06.2015 that his subsistence allowance upto February 2015 was paid at the rate 50% of wages and vide letter dated 08.04.2015 he was informed that keeping in view over all circumstances and to maintain a discipline approach in the club, the services of the workman are hereby terminated. Termination of services of the workman is illegal, wrongful, motivated, unjustified, against the principles of natural justice and unfair labour practice. The management has also violated Section 25-F of the ID Act. The workman served a demand notice dated 03.07.2015 upon the management for his reinstatement but the management did not reply the same and also did not appear before the Conciliation Officer, Union Territory Chandigarh on the last date of hearing. The management also did not file any written comments before the Conciliation Officer so the Conciliation Officer advice the workman to precede further as the conciliation proceedings stands closed at the level of the Conciliation Officer. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages as he had remained unemployed during the period i.e. from the date of termination till date with all attendant benefits.

3. The management contested the case of the workman and filed written statement that the workman was appointed by the management as Life Guard and his services was confirmed with effect from 01.10.2003 on consolidated salary of ₹ 3,300/- per month. There are various complaint against him of mis-behaviour, indiscipline and negligence etc. The workman was suspended vide letter dated 25.06.2005 subject to explanation vide letter dated 13.03.2013, named in the list of employee who indulged themselves in an indecent and indiscipline act on 08.06.2013 and suspended vide order dated 09.06.2013. On 02.07.2013, one of the employee namely Shri Basant Kumar Andola submitted a complaint with the management against the workman for passing a serious threat to him and intimidating him to of dire consequences etc. On receipt of complaint, the workman was immediately suspended. A complaint to the SHO, Police Station, Sector 3, Chandigarh was also made to safeguard the complainant from any physical harm because of serious threat and intimidation. Vide letter dated 04.07.2013, the workman admitted his guilt and requested to get the matter settled with the complainant. Keeping in view the gravity and seriousness of indiscipline a show cause notice dated 23.09.2013 for termination of the workman served upon him. Failing to submit any satisfactory reply or response to the show cause, management decided to terminate the services of the workman keeping in view the over all

circumstances and to maintain a disciplined approach in the club and accordingly services of the workman were terminated *vide* letter dated 08.04.2015. Action of the management is just, legal and is in conformity with the principle of natural justice and fair play. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Major Singh – Additional Secretary as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:-

ISSUE No.1 :

7. Onus to prove this issue was on the workman and to discharge the same, the workman deposed that he was appointed by the management in the month of November, 2002 as Life Guard and was deployed to do the job of Receptionist. He remained in uninterrupted employment of the management upto 08.04.2015 when his services were illegally & wrongly terminated *vide* letter No.CCL/18 dated 08.04.2015. He further deposed that he was placed under suspension on 02.07.2013 *vide* letter No.CCI/SPL/01 dated 02.07.2013 on the alleged charge of serious misconduct but the charge was not mentioned in the letter of suspension. On 23.09.2013 he was issued letter No.CCL/2830 dated 23.09.2013 on the subject show cause notice alleging that his reply has been found to be highly unsatisfactory so as to why his services with the club may not be terminated. He *vide* letter dated 30.09.2013 which was duly received by the management informed the management that he had not received any charge sheet from the management and also the same was not attached with the show cause notice. He demanded the copy of charge sheet for his reply but no charge sheet was issued to him till date of termination. There was no complaint against him with regard to his work & conduct by any of his superior and colleges. He further deposed that the management used to pay him 50% wages as subsistence allowance whereas he was legally entitled to receive 75% wages as subsistence allowance after three months of suspension so he lodged a complaint dated 22.01.2014 with the Labour Inspector, Union Territory Chandigarh regarding non-payment of 75% subsistence allowance by the management. The Labour Inspector fixed a number of dates for an amicable settlement. On 30.06.2015, the representative of the management handed over to him two letters dated 30.06.2015 and 08.04.2015 respectively. *Vide* letter dated 30.06.2015 he was informed that his subsistence allowance upto February 2015 has already been paid and *vide* letter dated 08.04.2015 he was informed that keeping in view over all circumstances and to maintain a discipline approach in the club, his services are hereby terminated with immediate effect. He further deposed that he was not aware about any complaint allegedly made by Shri Basant Kumar Andola against him and also not aware about the alleged police complaint as he was never called by the police on any complaint. He also never admit any alleged guilt.

8. Learned representative for the workman has argued that he was appointed by the management in November 2002 as Life Guard and deployed to do the job of Receptionist. The workman remained in uninterrupted employment of the management upto 08.04.2015 when his services were terminated *vide* letter dated 08.04.2015 handed over to him in the office of Labour Inspector on 30.06.2015. He further argued that he was placed under suspension on the alleged charge of serious misconduct but the said misconduct was not mentioned. The workman was also served with show cause notice for terminating his services on the ground that his reply has been found highly unsatisfactory. He argued that the services of the workman

were terminated illegally, wrongly and against the principles of natural and in violation of provisions of Section 25-F of the ID Act. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management examined Shri Major Singh - Additional Secretary as MW1, who deposed that the workman was engaged by the management as Life Guard and his services were confirmed with effect from 01.10.2003 on consolidated salary of ₹ 3,300/-. There were various complaints against him of mis-behaviour, indiscipline and negligence etc. The workman was suspended *vide* letter dated 26.05.2005, subjected to explanation *vide* letter dated 13.03.2013, named in the list of employees who indulged themselves in an indecent and indiscipline act on 08.06.2013 and suspended *vide* order dated 09.06.2013. He further deposed that on 02.07.2013, one of the employee namely Shri Basant Kumar Andola submitted a complaint with the management against the workman for passing a serious threat to him and intimidating him to of dire consequences, upon the workman was immediately suspended. A complaint to SHO, Police Station, Sector 3 was also made. He further deposed that *vide* letter dated 04.07.2013 the workman admitted his guilt and requested to get the matter settled with the complainant.

10. Learned representative for the management has argued that keeping in view gravity and seriousness of indiscipline a show cause notice dated 23.09.2013 for termination of the workman served upon him and failing to submit satisfactory reply to the show cause notice, the management decided to terminate the services of the workman to maintain a disciplined approach in the club and accordingly the services of the workman terminated *vide* letter dated 08.04.2015. He prayed for dismissal of the industrial dispute.

11. I have very thoughtfully considered the rival contentions of both the sides. Admittedly, the workman was appointed by the management in November 2002 and his services were confirmed on 01.10.2003. The workman is aggrieved that his services were illegally & arbitrarily terminated by the management without conducting any inquiry and affording any opportunity to represent himself in violation of principles of natural justice. It is the stand of the management that the workman was not having satisfactory service and he gave serious threat of dire consequences to his colleague, upon which the workman was suspended. The workman had admitted his guilt as such his services were terminated keeping in view overall circumstances and to maintain disciplined approached in the club. But the workman had denied the whole averments of the management. As per the evidence on record, the workman came into the witness box and reiterated his version as stated in the claim statement that he was appointed by the management in 2012 and he was placed under suspension without mentioning about the misconduct and thereafter after issuing a show cause notice, which was duly replied by him demanding the copy of charge sheet for filing reply, and his services were terminated. Now first of all it is to be seen whether the proper inquiry was conducted by the management against the workman or not. In this regard cross-examination of MW1 is very important wherein he admitted that the charge of misconduct was not mentioned in the suspension letter and the workman was issued show cause notice dated 23.09.2013 whereby it was asked as to why his services should not be terminated. He further admitted that it is correct that the copy of the complaint as well as charge sheet was not provided to the workman and he was not paid subsistence allowance at the rate of 75% but the allowance was paid at the rate of 50%. It is also admitted MW1 that no charge sheet was issued to the workman and no preliminary inquiry was conducted. No regular inquiry was also conducted in the matter. Admittedly, the workman was regular employee, no regular domestic inquiry has been conducted by the management to prove the misconduct as alleged by the management and to adhere the principles of natural justice.

12. In the light of discussion made above, it is proved on record that the services of the workman were terminated illegally without conducting any regular domestic inquiry in violation of principles of natural justice and without complying with the provisions of the ID Act Accordingly, this issue is decided in favour of the workman and against the management.



RELIEF :

13. In the light of findings on the issue above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 02-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 22nd October, 2019

**No. 13/1/9656-HII(2)-2019/17295.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 19/2015 dated 11.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

RAJINDER SINGH, VILLAGE JANGPURA, TEHSIL DERABASSI, DISTRICT MOHALI (Workman)

AND

SPEED FIAT, PLOT NO.664, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH ITS MANAGER (Management)

**AWARD :**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management as Technician 2½ years back and he remained in uninterrupted employment up to 10.10.2014 when his services were illegally & wrongly terminated by refusing of work. He was drawing ₹ 15,500/- per month as wages. On 11.10.2014 the workman went to attend his normal duty he was refused work by the management without assigning any reason and notice. For his reinstatement he lodged a complaint dated 15.10.2014 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the representative of the management refused to take the workman back on duty. The workman served a demand notice dated 01.12.2014 upon the management but neither the management replied the same nor take the workman back on duty before the Conciliation Officer, Union Territory Chandigarh. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Action of the management is illegal, wrong,

motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages, as he remained unemployed from the date of termination to till date, with all attendant benefits and without any change in his service conditions.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had approached this Court with unclean hands as they have suppressed and concealed material facts from this Court and have just lodged a false claim to harass the management. The management maintains biometric attendance system in which the attendance is marked by affixing thumb impression of the employee at the time of entering as well as leaving the premises. The workman never came to the premises of the management on or after 11.10.2014 and had voluntarily left the job and had settled all dues by receiving his salary. The present claim is barred by limitation and is a product of abuse of process of law. This Court has no jurisdiction to entertain and try the present application as no cause of action arose in favour of the workman. On merits, it is pleaded that the workman had voluntarily left the job and proceedings before the Labour Inspector, Chandigarh was a step taken by the workman in connivance with his co-workers to achieve their ulterior motives and *mala fide* intentions to claim money through compensation from the management by misusing the law. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the present industrial dispute is time barred ? OPM
2. Whether this Court has no jurisdiction to entertain and try the present industrial dispute ? OPM
3. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
4. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Harbir Singh-Owner as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **ISSUE No.1 &2 :**

7. Onus to both these issues was on the management but learned representative for the management has not pressed this issue during the course of evidence as well as arguments. Both these issues are decided against the management being not pressed.

#### **ISSUE No.3 :**

8. Onus to prove this issue was on the workman and to discharge the same, the workman examined himself as AW1 and deposed that he was appointed by the management as Technician about five years back and he remained in uninterrupted employment of the management 10.10.2014 when his services were illegally & wrongly terminated by refusing work. He was drawing ₹ 15,500/- per month as wages. He further deposed that on 11.10.2014 he went to attend his normal duty but he was refused work by the management without assigning any reason & notice. After filing of complaint by him, the management had paid him his wages for the month of September and 10 days of October 2014 amounting to ₹ 19,111/- on 07.11.2014 before the Labour Inspector, Chandigarh.

9. Learned representative for the workman has argued that the workman was refused work by the management without any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was given to the workman at the time of termination. Action of the management is illegal, wrong, motivated, against the

principles of natural justice and unfair labour practice. He prayed for reinstatement of the workman with continuity of service and full back wages.

10. On the other hand, learned representative for the management has examined Shri Harbir Singh as MW1 who deposed that he was owner of M/s Speed Fiat. The workman has suppressed the material facts as he had voluntarily left the job with the management and had received the salary of ₹ 19,111/- for the period of 01.09.2014 to 10.10.2014 after deduction of leave without any protest or demur, which received on 07.11.2014 so the management had already paid the outstanding dues as full & final settlement. Copy of the cheque received is Annexure 'M1'. Plea of the workman that he was refused work without any reason and notice is false and concocted one. He further deposed that the management was constrained to finally close the unit later and omissions on the part of the workman and other technician and staff resulted into discontinuation of supply of Fiat cars to the management and cancellation of dealership of the management by the Fiat Automobiles Company.

11. Learned representative for the management has argued that the workman had voluntarily left the job and had received his full & final settlement without any protest. There is no retrenchment of service of the workman by the management. The present case is a case of voluntarily abandonment of service. He prayed for dismissal of the present industrial dispute.

12. After giving careful consideration to the rival contention of both the sides, I find that admittedly the workman was appointed as Technician and there is no dispute with regard to salary of the workman. As per averments of the workman, the management had terminated his services without issuing charge sheeted, notice and payment of retrenchment compensation. On the other hand, the management had denied the same and pleaded that the workman had left the job *suo moto* voluntarily. Now coming to the documentary evidence as well as cross-examination of the workman, it is crystal clear that the management had placed on record copy of monthly status report Exhibit 'O-1' for the period October 1, 2014 to October 10, 2014 and Mark 'A' copy of cheque whereas the workman was paid ₹ 19,111/- by the management. During his cross-examination the workman himself admitted that it is correct that as on date nothing is due and pending against the management with regard to the salary. He has not annexed any documentary evidence with his affidavit Exhibit 'AW1/A' to prove the fact that he was refused work by the management and bio metric system of attendance is install at the premises of the management and on the basis of that their attendance is maintained. He further admitted that it is correct that he had received ₹ 19,111/- before the Labour Inspector on 07.11.2014 against his outstanding salary and his accounts with regard to salary for his job in the management stands settled as on date and nothing is due and pending against the management *qua* salary. From the perusal of the cross-examination it is crystal clear that nothing is due towards the management as the management had settled whole account. The workman also stated during the cross-examination that he do not know whether the franchise of Fiat Company is functional or not with the management as on date. It is the case of the management that the management company had already been closed. No doubt MW1 admitted this fact that no notice or charge sheet was issued to the workman but one thing is crystal clear from the statement of the workman that he *suo moto* left the job of the management and taken all his dues till date he worked with the management. There is no proof on file that he had ever sent letter to the management for joining the duties after 11.10.2014. It is proved that it is intentional abandonment on the part of the workman. Since the company has already closed so no reinstatement can be allowed to the workman. So far as retrenchment compensation is concerned admittedly the workman has received full & final settlement dues from the management. This issue is decided against the workman and in favour of the management.

RELIEF :

13. In the light of findings on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(ANSHUL BERRY),

The 11-09-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 7th February, 2020

No. 13/1/9707-HII(2)-2019/2260.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 69/2016 dated 16.12.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJESH NEGI, R/O HOUSE NO. 691, TOP FLOOR, SECTOR 20-A, CHANDIGARH (Workman)

AND

1. MANAGING DIRECTOR, STEEL STRIPS WHEELS LIMITED, S.C.O. NO. 49-50, SECTOR 26, MADHYA MARG, CHANDIGARH.

2. CHIEF GENERAL MANAGER (P&A), STEEL STRIPS WHEELS LIMITED, S.C.O. NO. 49-50, SECTOR 26, MADHYA MARG, CHANDIGARH (Management).

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was appointed by the management as Account Officer with effect from February, 2006 at Chandigarh with a basic salary of ₹ 4,000/- plus house rent and other allowances from time to time. But the workman was also performing the duty of clerical natures in the management. Appointment letter dated 03.02.2006 was also issued to the workman with terms & conditions mentioned therein. Work and conduct of the workman was quite satisfactory towards his superiors during his service tenure and his salary was also increased from time to time by the management being satisfied with his services. On 09.09.2015, management No.2 issued a letter that a complaint against the workman has been received. The workman on notice confronted the said complaint and denied the same being wrong and false. Despite this, the management pressed the workman for resignation and taken forcible resignation from him and also on the basis of forcible resignation awarded wrong punishment of 15 days suspension. The workman continuously worked with the management and there was no earlier complaint against him and on 31.10.2015 during working hours, he was informed verbally that his services are terminated and no more required by the management. Further at the time of termination of services of the workman, no notice was issued to him and no compensation etc. on account of forcible termination was given to him. The management has violated the provisions of Section 25-F of the ID Act and illegally & unlawfully terminated the services of the workman whereas the workman had completed more than 240 days of service in the last proceedings year with the management. No charge sheet was issued against the workman before terminating his services. No enquiry of whatsoever nature was held so verbal termination of the workman was totally illegal, unjustified and against the provisions of ID Act and also against the principles of natural justices and equity. As per the documents annexed as Annexure R-1 by the management, the signature of the workman does not match with his original signatures whereas on Annexure R-5 annexed by the management bears actual signatures of the workman. So no resignation has been submitted by the workman. The workman had earlier submitted the resignation and for that mis-behaviour he has been suspended for 15 days so the question of submitting the resignation again on 01.10.2015 is totally wrong and denied. Aggrieved with the illegal action of the management the workman filed a demand notice under Section 2-A of the ID Act before the Assistant Labour Commission-Cum-Conciliation Officer, Union Territory Chandigarh on



23.12.2015. The management filed reply to the said demand notice on 08.03.2016. Thereafter the applicant filed replication on 22.03.2016 to the reply filed by the management confirming his claim as per his demand notice. The action of management to retrench the services of workman verbally, are against all the norms of law, natural justice, fairplay & equity. The workman had worked with management to the entire satisfaction and maintained full discipline and gave no chance to anyone for complaint but the action of the management made the workman insecure in the wake of his livelihood and caused him immense mental agony stress and harassment. The management had not cleared all the legal dues of the workman and further not cleared the reasons for illegally and unlawfully terminating his services without any intimation. The workman had approached and requested the management time & again to allow him to continue to his services but all in vain. The workman is presently unemployed after his illegal termination by the management. Ultimately, it is prayed that the case of the workman be allowed and he be ordered to be reinstated with continuity in service and full back wages along with interest @12% per annum in the interest of justice.

3. The management contested the case of the workman and filed written statement raising preliminary objection that Shri Rajesh Negi is not a 'workman' as defined under Section 2(s) of ID Act as he was appointed as Accounts Officer which is an administrative post. He was exercising administrative as well as supervisory powers so he is not entitled to invoke the jurisdiction of this Court under the provisions of ID Act. The company of the management has not been impleaded in a legal and proper manner. The Company of the management is a body corporate and can sued/impleaded in the name of its principal officer and not in the fashion as has been done while raising the present claim statement. The present claim statement is not maintainable on this account. Shri Rajesh Negi had himself resigned from job on 01.10.2015 which was accepted by the management with effect from 31.10.2015. The services of Shri Rajesh Negi were never terminated with effect from 01.11.2015 as alleged. On merits, it is pleaded that Shri Rajesh Negi was appointed as Accounts Officer with effect from February 2006 and appointment letter dated 03.02.2006 was issued to him. His salary was revised from time to time and he was lastly drawing ₹ 24,530/- as gross salary at a basic salary of ₹ 13,7000/-. Shri Rajesh Negi was working in an administrative capacity as well as he was enjoying supervisory powers. There were numerous complaints against his work & conduct and behaviour for which he was issued show-cause notices and he had tendered written apologies also. Shri Rajesh Negi was issued letter dated 09.09.2015 whereby he was put under suspension for misconduct and warned of stern action for repetition of such misconduct. Shri Rajesh Negi himself submitted resignation 08.09.2015 and later on snatched the same from HR personnel and tore it off into pieces. For this act of misconduct as well as other disruptive activities undertaken by him, he was issued punishment letter dated 09.09.2015 and after 15 days of suspension, he was taken on duty. Shri Rajesh Negi again submitted resignation on 01.10.2015 which was accepted by the management with effect from closing hours of 31.10.2015 and he was advised to settle his accounts with the company. Instead of settling his accounts, Shri Rajesh Negi on the ill advice of some outside element, has raised the demand notice dated 23.12.2015. There was no termination of the services of Shri Rajesh Negi so there was no requirement of issuing any notice, payment of compensation and/or holding any enquiry or compliance of Section 25-F of the ID Act. The resignation letter dated 01.10.2015 was signed and submitted by the Shri Rajesh Negi himself. Shri Rajesh Negi is admitting his earlier resignation dated 08.09.2015 submitted by him which shows his conduct. Shri Rajesh Negi raised demand notice on 23.12.2015 whereas he is alleging termination of service on 31.10.2015. He had not explained the delay in raising the demand notice so late. The management filed its reply to the demand notice during conciliation proceedings and Shri Rajesh Negi filed his replication during conciliation proceedings. Shri Rajesh Negi was holding a responsible position and did not hand over the charge and obtain clearance from respective departments nor did he approach the management for settlement of his dues despite various messages. So he is himself to blame for non-settlement of dues. The management never denied settlement of dues to him. Even during conciliation proceedings, the representative of the management advised him to come and settle his accounts which he flatly declined. Shri Rajesh Negi is gainfully employed after resigning from the services of the answering management. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim statement be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer:-

1. Whether Shri Rajesh Negi is not a 'workman' as defined under Section 2(s) of the ID Act ? OPM
2. Whether the services of Shri Rajesh Negi were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
3. Relief.

5. In support of the case, Shri Rajesh Negi examined himself as AW1 and closed the evidence. On the other hand, the management examined Shri M. L. Goel - General Manager (Retd.) as MW1 and Shri Devendra Prasad-Forensic Document Expert as MW2. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:-

**ISSUE No.1 :**

7. Onus to prove this issue was on the management and to discharge the same learned representative for the management has examined Shri M. L. Goel- General Manager (Accounts) as MW1, who deposed that Shri Rajesh Negi was appointed as Accounts Officer, which is an administrative post and was exercising administrative as well as supervisory powers.

8. Learned representative for the management has argued that Shri Rajesh Negi is not a 'workman' as defined under Section 2(s) of the ID Act as he was appointed as Accounts Officer which is administrative post. He is not entitled to invoke the jurisdiction of this Court. He prayed for dismissal of the present industrial dispute on this score only.

9. On the other hand, the workman examined himself as AW1 and deposed that he was appointed by the management as Accounts Officer but he was performing the duty of clerical natures. He was doing the job under the instructions & supervision of his superior and no supervisory powers were given to him.

10. The workman has argued that he comes under the definition of the 'workman' as defined under Section 2(s) of the ID Act. Though he was appointed as Accounts Officer but performing the duties of Clerk and is not having any supervisory powers so this issue be decided against the management and in his favour.

11. After giving the careful consideration to the rival contentions of both the sides, I find that as per averment of Shri Rajesh Negi he was appointed as Accounts Officer in February 2006 with basic pay ₹ 4,000/- plus HRA and other allowances. Copy of appointment letter is Exhibit 'W1' in which terms & conditions of the appointment were mentioned. In order to prove this issue Shri Rajesh Negi himself stepped into the witness box as AW1 and reiterated the versions as mentioned in the claim statement. On the other hand, learned representative for the management examined Shri M. L. Goel-General Manager (Accounts) who also stated in his examination in chief that he was exercising administrative and supervisory powers but during his cross-examination this witness stated that no authority for appointment or termination of employees was vested in Shri Rajesh Negi and Shri Rajesh Negi was not sanctioning the leave of any employee. The cheque signing authority is not given to Accounts Officer rather it was given to him. Shri Rajesh Negi was authorized to sign vouchers and pass vouchers for issuance of cheques. So this way it is crystal clear that Shri Rajesh Negi has not having any managerial, administrative or supervisory powers which exclude him from the definition of 'workman' as defined under Section 2(s) of the ID Act. Reliance is made on citation *Anand*

*Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, 2006 SCC (L&S) 1486* wherein it was held by the Hon'ble Supreme Court of India that primary duties performed by an employee are more important to ascertain whether he is a 'workman' or not and the designation of the employee or the name assigned to his class should not be given undue importance and mere existence of subordinates whose work is required to be supervised is a *sine qua non* to prove supervisory work and the employee must have authority to initiate departmental proceedings against the sub-ordinates. Accordingly, this issue is decided against the management and in favour of the workman.

## ISSUE No. 2 :

12. Onus to prove this issue was on the workman and to discharge the same the workman stepped into the witness box as AW1 and deposed that his work & conduct was quite satisfactory. On 09.09.2015 management No.2 issued letter that a complaint against him has been received, which was denied by him. The management pressed him for resignation and consequently the resignation was taken from him forcibly and awarded wrong punishment of 15 days suspension. Thereafter on 31.10.2015 he was informed verbally that his services were terminated and no more required by the management. At the time of termination of his services, no notice was issued to him and no compensation was given to him and no inquiry was held.

13. The workman has argued that his work & conduct was satisfactory towards his superior during his service tenure. He had continuously worked with the management and there was no earlier complaint against him and on 31.10.2015 during working hours he was verbally informed that his services were terminated and no more required by the management. No notice was issued to him and no retrenchment compensation was paid to him before terminating his services. The management has violated the provisions of Section 25-F of the ID Act. He further argued that no charge sheet was issued against him and no inquiry before terminating his services in violation of principles of natural justice. It is further argued that his signature does not match with the original signature i.e. Annexure 'R1' with 'R5' as no resignation has been submitted by the workman. He relied upon citation *M/s KRBL Limited, Bhasaur, Dhuri Versus Presiding Officer, Industrial Tribunal, Patiala & Others, LPA No.172 of 2015 decided on 01.08.2019 by the Hon'ble Punjab & Haryana High Court* and *Gopal Clothing Co. Limited Versus Presiding Officer, Labour Court, (2001)II LLJ 311 (P&H)*. He prayed for his reinstatement with continuity of service and full back wages.

14. On the other hand, learned representative for the management has examined Shri M. L Goel- General Manager (Accounts) as MW1, who deposed that the petitioner-workman himself resigned from job on 01.10.2015 which was accepted by the management with effect from 31.10.2015. The services of the petitioner-workman were never terminated on 01.11.2015. He further deposed that there were numerous complaints against the work & conduct and behaviour of the petitioner-workman for which he was issued show cause notices and he had tendered written apologies also. Copies of complaint, suspension order and written apology of the petitioner-workman are Exhibit 'MX1', 'MX2' & 'MX3'. The petitioner-workman was issued letter dated 09.09.2015 whereby he was put under suspension for misconduct of threatening and using abusive language and beating his colleagues within office and even outside the office and warned of stern action for repetition of such misconduct. The petitioner was never forced to give his resignation in lieu of letter dated 09.09.2015 rather the petitioner-workman resigned from the job on 08.09.2015 and later snatched the same and tore it off into pieces. The petitioner-workman again submitted his resignation on 01.10.2015 which was accepted by the management and he was advised to settle his accounts but instead of that the petitioner-workman raised the demand notice.

15. Learned representative for the management also examined Shri Devinder Parsad- Forensic Document Expert as MW2, who tendered into evidence his Exhibit 'MW2/A' and his report Exhibit 'MW2/B', photographs Exhibit 'MW2/C1' to 'MW2/C15'.

16. Learned representative for the management has argued that it is not the case of the termination rather the petitioner had resigned from job from 01.10.2015 which was accepted on 31.10.2015. He prayed for dismissal of the present industrial dispute.

17. After giving my careful consideration to the rival contentions of both the sides, I find that admittedly the workman was working as Accounts Officer. The contention of the workman that he was illegally terminated on 01.11.2015 and work & conduct of the workman was satisfactory towards his superior and no proper procedure has been followed before termination. But from the perusal of the documentary evidence it is crystal clear that it is the workman himself resigned from the services of the management and the present case is not a case of termination. Only plea taken by the workman that resignation does not bear his signature and in order to prove the fact the management has examined Shri Devendera Prasad – Forensic Document Expert as MW2, who had clearly given his opinion in report “the person, who wrote the standard writings and signatures marked ‘A1’ to ‘A15’, also wrote the questioned signature with date collectively marked Q-1”. No rebuttal evidence has been led by the workman. In the light of discussion made above, the workman has failed to prove that his services were terminated by the management rather during the course of evidence it has proved on record that the workman had resigned himself from the services of the management. As such the citations relied upon by the workman is not applicable to the present facts of the case and are distinguishable. In the light of discussions made above, it is proved on record that the present case is not a case of termination of service rather in the present case the workman had himself resigned from the service. Accordingly, this issue is decided against the workman and in favour of the management.

#### **RELIEF :**

18. In the light of findings on the issue No.1 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . .,

(ANSHUL BERRY),

The 16-12-2019.

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

#### **CHANDIGARH ADMINISTRATION LABOUR DEPARTMENT**

#### **Notification**

The 22th October, 2019

**No. 13/1/9652-HII(2)-2019/17298.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 55/2017 dated 14.09.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

JASVIR SINGH S/O SHRI KARAM SINGH, VILLAGE KANDALA, TEHSIL MOHALI, DISTRICT MOHALI (Workman)

AND

DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS DIRECTOR (Management).

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<https://egazette.chd.gov.in>*



## AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by the management as Computer Operator on 01.12.2007 and he remained in uninterrupted employment of the management upto 30.05.2017 when his services were illegally & wrongly terminated by refusing of work. On 31.05.2017 he went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated the provisions of Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Ultimately, it is prayed that the workman be reinstated with full back wages as he remained unemployed, with continuity of service and all attendant benefits.

3. The management contested the case of the workman and filed written statement that the services of the workman were never terminated. The management is engaged in the business of newspaper printing in the name & style 'M/s Desh Sewak Daily' in the state of Punjab. The management also maintains its offices in other area of Punjab. There was a requirement in the sub-office of the management situated at Moga, Punjab so the management vide its letter dated 30.05.2017 has transferred four employees i.e. Sub-Editor Sarita Kumari & Archana Ghuman, DTP Operator Jasvir Singh and Plate Maker Gurdeep Singh to its sub-office at Moga and further asked the said employees to report on duty at Moga at 01.06.2017 for which they were paid ₹ 1,000/- each for travelling to Moga, however, the above said four employees did not report for duty at Moga and preferred to remain absent from their services. The management had not violated any of the statutory provisions of the ID Act. Ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. During the pendency of the present industrial dispute, the case taken in Lok Adalat wherein learned representative for the workman made the following statement:—

*"In the present reference the workman Shri Jasvir Singh is not interested to pursue the case any more. The reference may kindly be answered accordingly."*

In view of the above statement of learned representative for the workman, the present industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the trial room.

(Sd.) . . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

The 14-09-2019.

Secretary Labour,  
Chandigarh Administration.

## CHANGE OF NAME

I, Gajender Singh, s/o Mahender Singh, r/o # 278, Sector 30-A, Chandigarh, have changed my name to Aarush Kumar.

[62—1]

I, Balwinder Kaur, w/o Amar Singh, r/o # 705/9, Bapudham Colony Sector-26, Chandigarh, have changed my name to Mandeep Kaur.

[63—1]

I, Santosh Kumar Saroj, s/o Gurudin, r/o # 621/1, Block-F Colony No. 4, Industrial Area-I, Chandigarh, have changed my name to Santosh Kumar.

[64—1]

I, Kuldeep Singh, s/o Sh. Surajbhan, r/o SMQ 996, Sector 47-A, Chandigarh, have changed my name from Kuldeep Singh to Kuldeep Singh Sangwan.

[65—1]

I, Mukesh, s/o Sewa Ram, # 706/17, Bapudham Colony, Sector-26, Chandigarh, have changed my name to Mukesh Kumar.

[66—1]

I, Bunti, s/o Des Raj, r/o # 1154, Morigate Manimajra, Chandigarh, have changed my name to Banti.

[67—1]

I, Vikas Thapa, s/o Khadak Bahadur Thapa, r/o # 1001, Sector 43-B, Chandigarh, have changed my name Shri Bahadur Thapa.

[68—1]

I, Ramesh Kaushal, s/o Haripal Singh, r/o 379, Village Maloya, Chandigarh, have changed my name to Harmesh Kumar.

[69—1]

I, Om Bati, w/o Bahadur Singh, # 2002, G.F. Sector 41-C, Chandigarh, changed my name Om Wati.

[70—1]

## नाम परिवर्तन

मैं, अनुराग, पुत्र गजे सिंह, निवासी # 800, फेज़-1, राम दरबार, चंडीगढ़, ने अपना नाम बदलकर अनुराग बाबरा रख लिया है।

[71—1]

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